

Exhibit B

Compensation and Billing

1. Compensation

The compensation set forth herein shall be the sole compensation for all of the services and materials provided by Contractor under this Contract. Initially, the provision of security services for the Superior Court, as detailed in Exhibit A -- Scope of Work, shall be no more than 200 hours per week for a guard performing work as Security Officer I/Screeners (below) and 40 hours per week for a guard performing work as a Court Supervisor/Screeners (below) based upon the rates referenced below. In addition, no more than 12.5 hours of Security Officer I/Screeners may be charged at the Alternate Rate and 2.5 hours of Court Supervisor/ Screeners may be charged at the Alternate Rate based upon the rates referenced below. Any additional services requested or required by the County will be compensated at the Alternate Rates set forth below.

Compensation shall be based upon the following:

	<i>Pay Rate</i>	<i>Bill Rate</i>	<i>Alternate Rate</i>
<i><u>Category</u></i>		<i><u>Per Hour</u></i>	<i><u>Per Hour</u></i>
Court Security Officer I/Screeners	\$11.00	\$18.00	\$27.00
Court Supervisor(S)/ Screeners	\$13.00	\$21.05	\$31.58

The unit hourly rates shown above are the sole compensation from the County to Contractor. These rates will be honored by the Contractor and the County for the duration of the initial term of this Contract, and may be adjusted each July 1 for a one-year extended term based upon written notification to the County not less than 30 days prior. The Alternate Rate shall be used if hours worked, as expressly authorized by the Sheriff in advance, exceed eight (8) hours in a given day or 40 hours in a given week. If required to work on a holiday listed in Exhibit A, paragraph 8, the holiday rates will be calculated and paid at a factor of 1.5 times the unit hourly rate. (See Exhibit A, Paragraph 8 for Holidays, for the applicable list of Superior Court holidays.) Notwithstanding any provision to the contrary, the payment of wages, overtime and benefits of Contractor's employees' wages (including but not limited to compensation for holidays or vacation) are the sole responsibility of Contractor (or its subcontractors).

**WORK BILLED AT ALTERNATE RATES OR HOLIDAY RATES
MUST BE EXPRESSLY AUTHORIZED BY THE COUNTY IN
ADVANCE AND APPROVED IN WRITING BY THE COUNTY FISCAL
DEPARTMENT IN ADVANCE.**

The County will not be charged at the Alternate Rate if the Contractor's relief guard is late for any reason and the current guard's shift is extended past 8 hours or a

40-hour week. The Contractor shall absorb the difference between the Alternate Rate and the Bill Rate.

The Contractor shall not be reimbursed for any supplies, equipment, or sundries utilized in performance of services under this Contract, unless specifically set forth in this Contract.

2. Method of Payment

Contractor shall invoice the County weekly. The County shall pay the undisputed portion of invoices to the Contractor within 30 days of the County's receipt of Contractor's invoice. Invoices shall clearly indicate: (a) a unique invoice number, (b) the Contractor's name, address, and social security number or federal employer number, and (c) the dates worked, category of guard, location of work, and itemized rate(s).

The Contractor shall submit one (1) original and two (2) copies of invoices to:

Sheriff of San Luis Obispo County
Attention: Fiscal Services
1585 Kansas Avenue
San Luis Obispo, CA 93405

Invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

No statement accompanying any check or other form of remittance by the County will be deemed an accord and satisfaction without Contractor's express written consent and Contractor or Contractor's agent may accept such checks or other forms of remittance without prejudice to Contractor's right to recover the balance of such invoice amounts or to pursue any other remedy provided by law or equity.

3. Disallowance

If the Contractor claims or receives payment from the County for a service or reimbursement that is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County upon the County's request. At its option, the County may offset the amount disallowed from any payment due or that may become due to the Contractor under this Contract or any other amendment hereto.